

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov/>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov/>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

**Hogan Lovells US LLP**

2. Registration No.

**2244**

3. Name of Foreign Principal

**Government of Japan**

Check Appropriate Boxes

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

**As requested by the foreign principal, registrant will undertake a research study as described in the enclosed agreement.**

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8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

**See Item 7 above.**

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No ☒ X

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

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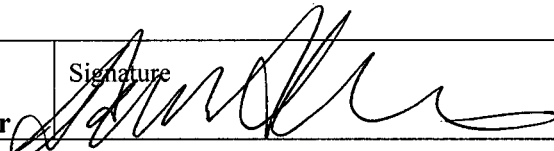
Date of Exhibit B

**February 11, 2011**

Name and Title

**Raymond S. Calamaro, Partner**

Signature



Footnote: Political activity as defined in Section I (o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political interests, policies, or relations of a government of a foreign country or a foreign political party.

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## HAGUE CONVENTION RESEARCH MATTER AGREEMENT


This Agreement summarizes the terms by which Minister and Head of Chancery of the Embassy of Japan (the Embassy), Hideo Suzuki, representing the Embassy, engages Hogan Lovells US LLP (HL) to conduct a research project (the research project) on matters relating to the Hague Convention of 25 October 1980 on the Civil Aspects of International Child Abduction (the Hague Convention).

- The Embassy hereby engages HL to conduct the research project.
- HL undertakes to perform this assignment according to the standards set forth in the applicable Rules of Professional Conduct.
- This Agreement is made pursuant to the April 1, 2010 attorney-client engagement letter from Hogan & Hartson to the Embassy, and approved on April 1, 2010, by the Embassy (the Engagement Letter).
- Except as set forth below, the terms of the Engagement Letter shall govern the engagement of HL by the Embassy in this matter. As such, this matter shall be considered a "specific matter," as anticipated in the third paragraph of the Engagement Letter.
- Special terms that relate to this matter:
  - ♦ ***Period of engagement.*** The Embassy's engagement of HL in this matter shall be deemed to have begun on February 2, 2011, and shall terminate on March 31, 2011. HL will deliver its work product to the Embassy on or before March 31, 2011.
  - ♦ ***The research project.*** The Government of Japan has announced it will consider the possibility of joining the Hague Convention. To assist and inform the Government of Japan, the Embassy seeks research relating to compliance with the Hague Convention. HL will perform and/or supervise others in performing the research requested by the Embassy. Such research will address the following subject areas of U.S. state law and legal and social policy institutions:

- ◆ international parental kidnapping;
- ◆ divorce and child custody;
- ◆ domestic violence and measures to deal with domestic violence; and
- ◆ child abuse.
- ◆ In addition to state statutes relating to each of the above areas, the research project will address availability of competent counsel and / or of legal aid, victim support, translation and / or other such services, including in particular for Asian and specifically Japanese nationals.
- ◆ The research project will also address other concerns and questions from the Embassy in the above-referenced subject areas.
- ◆ HL's actual work product pursuant to this research project is further detailed and limited by prior attorney-client communications between the Embassy and HL.
- ◆ **Fees:**
  - ◆ None of the funds described in the Engagement Letter ("standard... quarterly retainer") shall be used to pay for HL's services in this matter.
  - ◆ Instead, the Embassy will, on or before April 30, 2011, pay HL \$125,000 for all fees and other charges relating to this research project, upon the receipt of product on or before March 31, 2011 .
  - ◆ The Embassy understands that HL will engage one or more third-party professionals to assist in this project, under the supervision of HL, and HL understands that it will pay the fees and other charges of all such third-party professionals.
  - ◆ HL will make efforts to deliver to the Embassy a partial product pursuant to this project on or before February 28, 2011. If HL does so and if that partial product is sufficient for the purpose, the Embassy agrees to make a partial payment of \$10,000 of the total fee amount on or as soon as practicable after February 28, 2011, which payment HL will

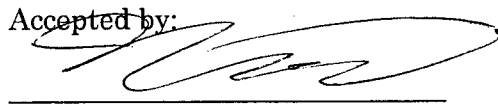
use as a partial payment of the fees and other charges for the third-party professionals.

- ♦ If such partial payment is made, the Embassy will pay HL the remaining \$115,000 on or before April 30, 2011, upon the receipt of product on or before March 31, 2011..

  
Raymond S. Calamaro, Partner  
for Hogan Lovells US LLP

Date: Feb. 10, 2011

Accepted by:

  
Hideo Suzuki  
Minister and Head of Chancery  
for the Embassy of Japan

Date: 02.09.2011

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